

## S E C T I O N   5   M I T I G A T I O N   R E Q U I R E M E N T S

The Selected Developer will be required to implement relevant mitigation measures presented in the Fort Baker Plan, FEIS and Record of Decision (ROD). This section provides an overview of these requirements for informational purposes only. **RFP respondents should review this summary in conjunction with the more detailed description presented in the FEIS, Section 2.6 and ROD.**

### T R A F F I C   A N D   C I R C U L A T I O N

#### T R A F F I C   M A N A G E M E N T   P L A N   F O R   C O N S T R U C T I O N   A C T I V I T I E S

Prior to rehabilitation or other construction activities, the Selected Developer will be required to prepare and submit a Traffic Management Plan (TMP) to NPS for review and approval prior to executing a Final Lease. The TMP will include specifications on construction traffic scheduling, proposed haul routes, construction parking, staging area management, visitor safety, detour routes, and speed controls. Various limitations including restrictions on the delivery times for equipment and materials to off-peak hours have also been identified. Refer to Section 2.6.6 of the FEIS for a detailed description. Upon request, the draft TMP would be made available to other agencies for review and comment.

The Selected Developer will be required to commit to implementation of this TMP requirement in the Final Lease.

#### P A R K I N G   A N D   S I T E   C I R C U L A T I O N   I M P R O V E M E N T S

On-street parking will be prohibited along Murray Circle. NPS and the Selected Developer will be required to ensure that this measure is implemented and enforced.

The Selected Developer will be required to stay within the Project's allocation of 1.3 parking spaces per lodging room, as specified in the FEIS.

Site-wide improvements to enhance circulation (pedestrian, bicycle and vehicle) will be implemented, and the Selected Developer will be required to provide these improvements, such as secure bicycle parking facilities, within the Project area. Refer to the FEIS for additional information on trails, parking and roads.

The Selected Developer will be required to commit to implementation of and compliance with these FEIS measures in the Final Lease.

#### T R A N S P O R T A T I O N   D E M A N D   M A N A G E M E N T   ( T D M )

Minimizing adverse traffic and parking effects in and around Fort Baker is one of the stated objectives of the Project and is of great concern to the local community. This will not only reduce traffic congestion, but will also have cumulatively beneficial effects on air quality, conservation of fossil fuels, preservation of Fort Baker's contemplative

atmosphere, noise reduction, and other resource preservation values that are important to NPS and the long-term protection of the site.

NPS will prepare a site-wide, integrated Transportation Demand Management (TDM) program for all of Fort Baker. The Selected Developer will be required to prepare; submit for review and approval by NPS; and implement a Project TDM that is integrated with the NPS TDM, including regular reporting by the Selected Developer of the results and effectiveness of the Project TDM.

The FEIS lists all the specific requirements. The Project TDM must identify the shuttle service provided by the Selected Developer and incorporate provisions to accommodate bicycles. Upon request, copies of the Project's draft TDM plan will be made available to relevant agencies.

The Selected Developer will be required to commit to implementation of and compliance with the approved Project TDM in the Final Lease.

## G E O L O G Y   A N D   S O I L S

### S O I L   D I S T U R B A N C E

Soil disturbance will be limited to those areas identified in the FEIS for new construction, parking and necessary for infrastructure improvements.

### S T O R M   W A T E R   P O L L U T I O N   P R E V E N T I O N   P L A N   ( S W P P P )

The Selected Developer will be required to prepare and submit to NPS for review and approval a SWPPP for construction activities prior to executing a Final Lease. The plan will prescribe best management practices (BMP) to minimize potential soil erosion, and include prescriptions for monitoring of conditions before and after the completion of work.

The Selected Developer will be required to commit to implementation of and compliance with the SWPPP measures in the Final Lease.

## G E O T E C H N I C A L   I N V E S T I G A T I O N

The Selected Developer will be required to conduct during the design phase of the Project a detailed design-level geotechnical engineering investigation to assist in the development of engineering design criteria for any grading activities, infrastructure facilities, and building foundations. The scope of the investigation would include site-specific subsurface testing, laboratory testing, and geologic/engineering analyses that address specific geologic conditions (including landslide potential), constraints on development, and performance standards. Refer to FEIS, Section 2.6.1 for additional detail.

The Selected Developer will be required to commit to implementation of and compliance with these geotechnical measures in the LDDA.

## B I O L O G I C A L   R E S O U R C E S

### M I S S I O N   B L U E   B U T T E R F L Y   P R O T E C T I O N

Although no habitat for the Federally endangered mission blue butterfly occurs directly within the Project area, habitat has been identified in the hills above the Capehart Housing area. As a result, the Selected Developer will be required to participate in and implement several protective measures identified in the FEIS, Section 2.6.9. These measures include:

- Control visitor use through posting of appropriate barrier fencing at key locations in the Project;
- Protect habitat from construction impacts.
- Participate in the NPS site-wide education and signage program to inform visitors about the protection of plants and wildlife, including the mission blue butterfly.
- Train Project employees to detect and respond to potential butterfly poaching activities.
- Restrict the use of invasive non-native plants and trees that pose a serious threat to mission blue butterfly habitat.

The Selected Developer will be required to commit to implementation of and compliance with these butterfly protection measures, including employee training, in the Final Lease.

### P R E - C O N S T R U C T I O N   S U R V E Y S   A N D   M O N I T O R I N G

Prior to any construction activities, the Selected Developer will be required to conduct surveys to determine the presence of nesting birds of prey, nesting/migratory birds (for tree removal actions only), and bat surveys (for building rehabilitation work). If such species are found, the Selected Developer will be required to implement the protective measures identified in FEIS, Section 2.6.4, such as establishing buffer areas.

The Selected Developer will be required to commit to implementation of and compliance with these surveying and monitoring measures in the LDDA and Final Lease.

### I N T E G R A T E D   P E S T   M A N A G E M E N T

All tenants at Fort Baker, including the Selected Developer, will be educated on and required to implement the NPS Integrated Pest Management (IPM) Policies. Examples of such actions include use of signage to educate visitors on the importance of litter control and not feeding wildlife, and use of animal proof trash receptacles.

The Selected Developer will be required to commit to implementation of and compliance with these IPM measures in the Final Lease.

## PROTECTION OF AIR QUALITY AND NOISE REDUCTION

The Selected Developer will be required to implement noise reduction and air quality protective measures during all construction activities. Requirements include minimizing the size of construction sites, use of sound barriers, and implementation of the Bay Area Air Quality Management District's (BAAQMD) control measures for construction emissions. Refer to FEIS, Section 2.6.7 for a detailed description of all requirements.

The Selected Developer will be required to commit to implementation of and compliance with these air quality and noise reduction measures in the Final Lease.

## CULTURAL RESOURCES

### HISTORIC RESOURCE PRESERVATION

The Selected Developer shall be required to comply with the stipulations set forth in the MOA between the State of California Office of Historic Preservation (SHPO) and the NPS for Fort Baker. Rehabilitation of the historic buildings shall be compatible with the qualities that currently qualify each structure for inclusion in the National Register of Historic Places. New construction at Fort Baker shall be designed in a manner that is compatible with but clearly differentiated from buildings of the historic district, per the requirements of Sections 2.6.6 and 4.25 of the MOA and RFP Exhibit C.

The Selected Developer will be required to commit to implementation of and compliance with these historic resource preservation measures in the LDDA and Final Lease.

### ARCHAEOLOGICAL RESOURCE PRESERVATION

The Selected Developer shall be required to comply with all agreements, monitoring requirements, and protective measures established for the preservation of archeological resources including those related to unexpected discoveries during construction. NPS shall be responsible for all consultation and coordination with the Federated Indians of Graton Rancheria. Detailed information on these requirements can be found in the MOA.

The Selected Developer will be required to commit to implementation of and compliance with these archeological resource preservation measures in the Final Lease.

## INFRASTRUCTURE

RFP respondents should review Section 2.6.10 of the FEIS.

The Selected Developer will be required to commit to implementation of and compliance with these FEIS measures in the Final Lease. NPS will be preparing a site-wide Stormwater Management Plan. The proposed design for the Project must be consistent with and implement relevant portions of this plan.

The Selected Developer will be required to commit to implementation of and compliance with these stormwater management measures in the LDDA and Final Lease.

#### V I S U A L   A N D   A E S T H E T I C   R E S O U R C E S

#### P R O T E C T I O N   O F   N A T U R A L   D A R K N E S S

The Selected Developer shall comply with specified guidelines for the preservation of Fort Baker's visual character and aesthetic resources. In addition to these requirements, the Selected Developer shall minimize the use of outdoor lighting. New lighting shall be limited to areas where it is required for safety, and be designed to be muted.

The Selected Developer shall commit to implementation of and compliance with the protection of natural darkness measures in the LDDA and Final Lease.

## S E C T I O N   6   B U S I N E S S   T E R M S

The following section provides general parameters of the business terms for the Project. Detailed related submission requirements are provided in RFP Section 8. Minimum business terms are noted below with an “\*”.

### L O N G   T E R M   L E A S E \*

#### A U T H O R I T Y

Public Law 105-277 provides special authority for NPS to enter into leases at Fort Baker, and will be the authority used to enter into an ENA, LDDA, and Final Lease with a Selected Developer. The lease itself is designed to be executed only after a number of important conditions have been met during the LDDA, including the completion of design and construction documents approved by NPS and the securing of project financing by the Selected Developer in an amount and form approved by NPS.

Because of the unique authorities and requirements of the Federal government, NPS leases by necessity will include definitions, terms, and conditions that may differ or be distinct from those typically used in private-sector or other public-sector lease transactions.

The lease will be for the minimum term necessary to secure financing and will not exceed sixty (60) years. All buildings and improvements will be owned by NPS throughout the term.

The fee ownership will not be subordinated.

### R E V E N U E S   T O   N P S

NPS leasing authority for Fort Baker restricts the use of any funds generated by leases and agreements to NPS expenditures related to Fort Baker, including maintenance and education program activities. From overall revenues generated by the Project, the Selected Developer will be required to provide or collect payments for NPS.

### S E R V I C E   D I S T R I C T   C H A R G E \*

NPS will collect a Service District Charge (SDC) from all tenants at Fort Baker as part of a cost recovery program now being implemented across the GGNRA. The SDC provides a cost-recovery mechanism for provision by NPS of site-wide law enforcement, fire and emergency medical services, hazardous materials response, grounds maintenance, and general administrative costs of the Fort Baker and other parklands not otherwise leased to or maintained by tenants, lessees, and cooperators.

The Fort Baker SDC will be two dollars and nine cents (\$2.09) per gross square foot of building area (including basements) per year. SDC is payable on a monthly basis to NPS commencing at the time of executing the Final Lease. NPS retains the right to periodically adjust the SDC.

## LEASE PAYMENTS

The Selected Developer will be providing lease payments to NPS comprised of two sub-components:

- Base Rent.
- Percentage Rent.

### BASE RENT \*

NPS is requiring a minimum annual Base Rent of one dollar (\$1.00). Proposals should also include mechanisms to increase Base Rent over the term of the Final Lease and to participate in net proceeds from refinancing.

### PERCENTAGE RENT \*

In addition to Base Rent, NPS expects a Selected Developer to propose overage (“percentage”) rent above the minimum Base Rent linked to gross revenues. However, to facilitate leasehold financing, NPS would consider use of either “defined net” income or “defined net” cash flow. NPS prefers to utilize the concept of “defined net” as opposed to “actual net,” and to use industry standards or pre-specified ratios for certain expense items independent of their actual costs, in order to minimize the need for auditing.

### NPS GUEST PROGRAM PAYMENTS \*

NPS requires the Selected Developer to collect a “NPS Guest Program Payment” initially set at thirty dollars (\$30.00) per guest per day from all Project overnight guests. The NPS Guest Program Payment will be established as a fixed dollar amount approximately equivalent to 14 percent (14%) of the ADR or CMP rates as a “pass through” type charge. The Selected Developer will immediately deposit all NPS Guest Program Payments in an NPS restricted account upon collection.

### CAPITAL IMPROVEMENT FUND \*

NPS will require that the Selected Developer reserve two and one-half percent (2.5%) of Project gross revenues in a designated, reserve “NPS Capital Improvement Fund”. The NPS Capital Improvement Fund will provide a dedicated funding source for structural repairs to NPS buildings and infrastructure in the Project area.

**The NPS expects RFP responses to include an attractive package for supporting the proposed Fort Baker Institute.**

The minimum requirements for supporting NPS and/or Institute access to the Project are listed below.

F E D E R A L   P E R   D I E M   A N D   I N S T I T U T E   S E T - A S I D E S \*

The NPS seeks at least ten percent (10%) of the available lodging room capacity at the Project for NPS use (or assigned by NPS to the Institute's program) at the then current Federal per diem rate for San Francisco. This rate is subject to annual computation and publication by the United States General Services Administration.

NPS will accept proposals about the method for determining the specific dates available to the Institute (e.g., off-peak dates may be acceptable).

RFP responses must include sufficiently specific operating details related to management and utilization of set-asides and include a proposed protocol for reservation priorities and sufficiently specific operating details related to management and utilization of these set asides and priorities to insure compatibility with the Project's business operations.

The NPS will favorably evaluate RFP responses that include the following:

- NPS and/or Institute Reservation Priorities

*The NPS will be under no obligation to fill the allocation of rooms to the Institute, however, the NPS (or the Institute assigned by NPS) will be required to provide the Selected Developer with at least one- to two-year advance notification for all reservations using the Federal per diem rates. Rooms that are not reserved at this below-market rate would be available at market rates.*

- Market Rate Reservation Priorities

*NPS (or the Institute assigned by NPS) seeks to retain the right to advance reservation priority at the established market rates for organizations participating in NPS or Institute programs.*

- Institute Offices

*NPS seeks the Selected Developer to identify a prominent location for the offices of the NPS (or the Institute assigned by NPS). The offices would need to accommodate a maximum of five (5) employees and may be shared space with the Selected Developer's Project offices. The offices could be provided rent-free by the Selected Developer to NPS and/or the Institute.*



- Institute Residential Fellows

*NPS is interested in providing an opportunity for the Institute to create a residential fellowship program at Fort Baker. NPS would prefer to retain an option within the first five years after the Project's opening to use three residential units for this program. For periods of time when NPS and/or the Institute do not utilize these residential units, the Selected Developer could utilize them for guest lodging, Project employee housing, or other uses.*

#### NEGOTIATION PAYMENTS \*

Following selection of a single RFP response for exclusive negotiations with NPS, the Selected Developer will be required to pay to the NPS a fifty thousand dollar (\$50,000), non-refundable negotiation payment within ten (10) business days following written notification of the selection by NPS. Payment is required prior to the commencement of the ENA period. NPS reserves the right to offer another RFP respondent the opportunity to make the payment and enter into an ENA if the first Selected Developer does not make the payment within the required ten (10) business days.

The payment is being collected to recover anticipated NPS staff and consultant costs during the lease negotiation process. The payment is non-refundable.

At four (4) week intervals following execution of the LDDA, the Selected Developer will be required to pay to NPS additional negotiation payments until execution of a Final Lease based on the following schedule:

- twenty thousand dollars (\$20,000) per month for the initial eight (8) month period of the LDDA.
- ten thousand dollars (\$10,000) per month for the remaining period of the LDDA until execution of the Final Lease.

Assuming a two (2) month ENA period followed by a sixteen (16) month LDDA period, total payments to NPS by the Selected Developer would be two hundred ninety thousand dollars (\$290,000) prior to execution of a Final Lease. Failure by the Selected Developer to make these timely payments will be cause for NPS to terminate the ENA or LDDA with the Selected Developer and begin the process with an alternate RFP respondent.

The negotiation payments are non-refundable; however, the payments may be credited against Base Rent or Percentage Rent payable to NPS by the Selected Developer after execution of a Final Lease. The payments may not be credited against any Service District Charges, NPS Guest Program Payments, building plan check payments, or utility charges which may be levied by NPS upon execution of a LDDA or Final Lease.

#### P L A N   C H E C K   P A Y M E N T S \*

The NPS will charge non-refundable plan check payments to recover the cost of analyzing design and construction documents submitted by the Selected Developer, payable during the LDDA period. A preliminary schedule of plan check payments is provided in RFP Supporting Documents.

#### L O N G   T E R M   O W N E R S H I P   A N D   M A N A G E M E N T

The NPS seeks a Selected Developer that plans long-term ownership and management of the Project leasehold. Although the Final Lease will contain provisions for NPS approval of any transfer by the Selected Developer of leasehold interest or operating company, NPS prefers a Selected Developer that typically develops to hold and demonstrates its long-term staying power.

#### C O R P O R A T E   N A M E   A N D   A F F I L I A T I O N   R I G H T S

The Selected Developer will be required to use a single, identifying name for the Project that has been expressly approved by NPS. Longstanding NPS policy discourages the use of destination monikers or “branding” within National Park properties which mimic or reflect corporate names or commercial affiliations. RFP respondents should identify any requirements for corporate naming and branding of the Project in their RFP response. The specific affiliation rights (logo, name, identity, usage) will be discussed by NPS and the Selected Developer during the ENA and LDDA periods.

#### P R O J E C T   T A X   S T A T U S

Under Public Law 105-277 and its successor provisions, all leases, concessions, permits and other agreements shall be exempt from all taxes and special assessments (except State of California sales taxes) by the State of California and its political subdivisions, including the County of Marin and the City of Sausalito.